

VOICE OF THE CHILD (VOC) CONTRACT

I, _____, understand that Chantal Bourgeois, BSW, MSW, RSW, is acting as an independent Clinician/Registered Social Worker/Parenting Assessor. Ms. Bourgeois shall provide the views and preferences of my child(ren), namely, _____

_____, in order to help the parents understand their child(ren)'s experiences, views and preferences, which can be used to devise a child-focused parenting plan.

Please read the following stipulations and sign at the bottom to indicate that you have read and understand them all.

1. The **VOC process** shall include the following:
 - a. Pre-interview/Intake form shall be sent to parents once their contracts and retainers have been received. They should be completed by parents and submitted at least two days prior to their scheduled individual interviews in order to give enough time for this assessor to review before the parent interview. Parents are also asked to provide information concerning the date and decision-making/parenting plan arrangements in court orders and separation agreements, upcoming court date, and date and specifications of restraining orders (if relevant).
 - b. Individual parent interviews (approx. 2 hours each) – These interviews shall take place at each parent's home. If a parent prefers meeting virtually, this can also be accommodated. Parents may contact the clinician to express any additional concerns or issues following their individual interview, and the clinician may contact either party if issues require further clarification.
 - c. Three individual interviews with the child(ren) shall be conducted in person at school. If the school does not permit access, it is during summer holidays or the child is uncomfortable with being seen at school, then the interviews shall alternate between each parent's homes (assuming the child is seeing both parents). The third interview shall be arranged at a time convenient to this assessor prior to the disclosure meeting and/or may respect the child's preference for location if they have one. In the case of allegations of parental influence/coaching, the final interview will be divided in two and one held at each parent's home. The interviews with the child(ren) are not intended to be stressful and shall utilize different play and other techniques to increase the children's comfort level. There is a minimum of two to three weeks left in between each child interview to assess consistency over time.
 - d. Disclosure meeting (approx. 1.5 to 2 hours) is convened with both parties and their respective legal counsel and mediator (if involved) at the end of my involvement in order to

disclose this assessor's findings and impressions. This meeting will be held virtually but an in-person format can be requested. This meeting can be used as an opportunity to help resolve the matter. Although the main part of the disclosure meeting is "open" and transparent, the content of any settlement discussions is considered "closed" and cannot be used against either party.

- e. Report: A full VOC report shall be prepared and submitted to the parents and counsel at the disclosure meeting (if in-person) or by email as a PDF just after the disclosure meeting on the same day. As this is not a full assessment, no detailed recommendations regarding decision-making and parenting time shall be provided. The report shall include a summary of parent backgrounds, parent concerns, parent relationship history, child development and needs, and a detailed summary of the child(ren)'s experiences, views and preferences. Factors and dynamics negatively impacting the children will be pointed out and recommendations to reduce the children's stress will be presented. An analysis of the strength, consistency and independence of the child(ren)'s views and preferences shall be provided.
 - f. Duration of process: The VOC process will typically take a minimum of 60 days from the time of parent interviews to the point of the final disclosure meeting and the report being submitted. The process may be extended depending on the delays associated with scheduling appointments or other issues outside this assessor's control.
 - g. Language: Parents may choose to have interviews and consents completed in English or French, but the final report shall only be prepared in English.
- 2. Format of interviews and COVID: The initial parent interviews shall be held at your home. Ms. Bourgeois has received two COVID vaccines plus two additional boosters. If there is another COVID lockdown, the best approach will be based on Public Health recommendations at that time. If you prefer wearing masks, this preference will be accommodated. If a participant has tested positive for COVID or has significant symptoms suggestive of COVID, then the visit should be cancelled and scheduled at a time when everyone is healthy. All participants (including Ms. Bourgeois) waive any liability associated with any inadvertent and non-purposeful exposure to COVID-19 during the interviews or observations. Following the visit, if one participant develops symptoms of COVID-19 or receives a positive diagnosis of COVID-19, they shall commit to informing all participants.
 - 3. Virtual Interviews: For virtual interviews, parents will need to have access to a cell phone or computer with a camera and microphone and internet/data on their cell phone. An invite will be sent by prior to the interview. Parents must commit to being in a private location without other family members present who can overhear the conversation. These interviews should never be recorded. Certain documents will be sent to you via email, which you may print or look at electronically.
 - 4. Cost: The above VOC process shall be charged at a rate of **\$225 per hour** plus HST. The total costs of the VOC may vary depending on the duration of parent interviews/ongoing parent communication, number of children involved, and length of children's interviews.

5. Travel Time and Mileage: In order to simplify travel fees, they are combined at set rates depending on your location. Below is the set amount by region per trip:
- | | |
|-------------------------------|---------------------------------------|
| Ottawa region: \$150 | Stormont, Dundas, and Glengarry: \$75 |
| Prescott-Russell region: \$75 | Leeds and Grenville: \$200 |
| Kingston region: \$275 | |
6. Terms of Payment: The parents agree to equally share the total costs of the VOC. The parties agree that a **retainer deposit of \$4,000** is payable at the onset of the VOC process. Clients shall receive a detailed invoice outlining the work completed. Parents will be invoiced for any work above the retainer amount, and payment is due upon receipt. Final payment is required prior to the disclosure meeting and submission of the report. Payment may be made by Interac e-transfer to cbourgeois@chantalbourgeois.ca or cheque payable to *Chantal Bourgeois*.
7. Responsible Party for Payment: It is understood that both parties shall equally cover the full costs of the VOC process, unless otherwise specified.
8. Insurance Receipts: For some clients, insurance coverage may be a possibility for the portion associated with individual parent interviews, child interviews, joint disclosure meeting, and report writing. Please feel free to use the invoice for seeking reimbursement from your insurance company. This assessor's professional certification number is noted at the top right of the invoice/receipt.
9. Transparency and Confidentiality: Due to the nature of the VOC process, the content of interviews with the parents and children are open for disclosure for the purposes of disclosing findings and preparing the final written report.
10. Audio and Visual Recording: In order to preserve the integrity of the process, parents are not permitted to record any of the interviews, telephone calls, virtual interviews, observations, or the disclosure meeting.
11. Clinician Position: This Clinician does not represent the interests of either party, regardless of which lawyer referred the case to this Clinician or which parent is covering the cost of this evaluation. If there is any bias that exists, it is toward the best interests of the child.
12. Child Protection Concerns: It is an entrenched legal and professional obligation that child protection authorities be informed if this Clinician becomes aware of a child protection concern during this process. In this case, this process will be put on hold until child protection authorities complete their investigation.
13. Physical Safety: The safety and security of all parties, including this Clinician's, is of utmost importance. Interviews shall not be conducted with anyone under the influence of drugs and/or alcohol or with anyone exhibiting threatening or unusual behaviour that may pose harm to themselves or others. In the event that either party threatens the physical safety of the clinician or the other party, then a referral shall be made to the appropriate police department for further assistance. Harassment or threatening behaviour may be grounds to terminate the VOC assessment process.

14. Disputing the report: If you dispute part of the content in the report, then your legal counsel (or you, if self-represented) may submit a written dispute and you need to copy both legal counsel in your correspondence. An amendment to the report is only provided for factual errors and will not include differences of opinion or countering the other parent's reports/position. If you do not recall reporting or stating something in the report, this assessor will verify her notes and documentation to confirm that is the case and will make an amendment, if appropriate. Any information contained within the child(ren)'s section will not be altered as it is based on the child(ren)'s views.
15. Testifying at Court: This assessor may be called as a witness at trial assuming that sufficient notice is given to clear her schedule in order to attend court. The parent requesting this assessor's testimony or issuing a summons/subpoena shall be responsible for all of the associated costs, including the hourly tariff (preparation time and court time) transportation charges and disbursement fees.

I, _____, agree to the terms and conditions of this document, which is signed in _____ the _____ day of _____ 2023.

Name of Parent

Signature of Parent

Chantal Bourgeois

Parent's Contact Info:

Preferred Pronoun (He/She/They) _____

Street and Apt _____

City _____

Postal Code _____

Email: _____

Home Tel: _____ Cell Tel: _____

Your Lawyer's Contact Info:

Self-represented: YES or NO

Name of Lawyer: _____

Name of Firm: _____

Street _____

City _____

Postal Code _____

Email: _____

Work Tel: _____ Fax Tel: _____

Name of the other parent: _____

Email of the other parent: _____

Tel. number of the other parent: _____

Is there a non-contact order in place preventing contact between both parents? NO YES, When does it expire? _____

Does the child(ren) have contact with this parent? NO YES, If so, where does it occur (home, community or supervised access center)?

Children's Information:

Child (1) Name: _____ **Preferred pronoun (He/She/They):** _____

Date of Birth (month/day/year): _____ **Current Grade:** _____

Name & Address of School or Daycare: _____

Child (2) Name: _____ **Preferred pronoun (He/She/They):** _____

Date of Birth (month/day/year): _____ **Current Grade:** _____

Name & Address of School or Daycare: _____

Child (3) Name: _____ **Preferred pronoun (He/She/They):** _____

Date of Birth (month/day/year): _____ **Current Grade:** _____

Name & Address of School or Daycare: _____
